

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. PR-HQ-02-10028/0007	3. EFFECTIVE DATE 05/10/02	4. REQUISITION/PURCHASE REQ. NO. PR-HQ-02-10028	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460		7. ADMINISTERED BY (If other than item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(✓)	9A. AMENDMENT OF SOLICITATION NO. PR-HQ-02-10028
		✓	9B. DATED (SEE ITEM 11) 02/01/02
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See page 2 of 5

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) THOMAS A. VALENTINO	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

AMENDMENTS TO THE SOLICITATION

The purpose of this amendment is to revise three clauses, and reschedule the bid opening.

EVERY POTENTIAL BIDDER IS ADVISED THAT IT MUST ACKNOWLEDGE RECEIPT OF AMENDMENTS 0002 THROUGH 0007 BY SIGNING AND RETURNING THEM TO THIS OFFICE BEFORE BID OPENING. SIGNED AMENDMENTS MAY BE FAXED TO THOMAS VALENTINO OR CHARLES CLEMONS AT 202-565-2557 OR 202-565-2558. PREVIOUSLY RETURNED SIGNED AMENDMENTS (I.E., AMENDMENTS 0002 THROUGH 0006) NEED NOT BE RESUBMITTED.

BIDDERS ARE ADVISED THAT BIDS MAY BE MODIFIED OR WITHDRAWN UP UNTIL BID OPENING.

THE BID OPENING HAS BEEN RESCHEDULED FOR 1:30 PM LOCAL TIME ON MONDAY, MAY 20, 2002. BIDS ARE NOT DUE UNTIL THE BID OPENING. IT WILL BE HELD IN THE VIRGINIA/ WEST VIRGINIA CONFERENCE ROOM, ON THE 6TH FLOOR OF THE RONALD REAGAN BUILDING, WASHINGTON, DC.

1. *The Section F clause entitled "SANCTIONS" has been modified. The text is as follows:*

(a) If the Contractor fails to deliver acceptable supplies or services within the times specified in this contract, or any extension, the Contractor shall pay to the Government a fixed sum determined in accordance with the clause "Determination & Assessment of Incentives/Sanctions," for each calendar day of delay.

(b) Due to current computer programming limitations, any percentage penalties incurred by the Contractor while processing modified analyses samples will be assessed against the original contract price (i.e. if the Contractor's contract price is \$100, and it's modified analysis price is \$120, any penalties incurred will be calculated using the original contract price of \$100).

(c) If the Government terminates this contract in whole or in part under the Section I Default clause, the Contractor shall be liable for a fixed sum determined in accordance with the clause "Determination & Assessment of Incentives/Sanctions," accruing until the time the Government reasonably obtains delivery or performance of similar supplies or services. These sanctions are in addition to excess costs of repurchase under the Default clause.

(d) The Contractor will not be charged with sanctions when the delay in delivery or performance arises out of causes beyond its control and without the fault or negligence of the Contractor as defined in the Default clause in this contract.

2. *The Section G clause entitled "ORDERING - MULTIPLE AWARDS FOR THE SAME SERVICES" has been modified. The text is as follows:*

In order to determine which samples will be scheduled with the contractor under this multiple award contract, the following factors will be considered:

1. Performance History under this contract.

The Government uses Scheduling, Tracking and Reporting (ST&R) Standard Operating Procedures (SOP) Nos. 1 and 2 to assign and schedule samples based on the contractor's individual PSA score, sample price, and non-PSA factors.

2. Price.

Contractor performance and sample price are considered when determining sample scheduling, until individual capacity limits are reached.

3. Contract Minimums.

When necessary the Government may elect to award task orders in order to meet stated minimums.

4. Non-competitive task orders.

The Government may issue non-competitive orders when circumstances as described in FAR 16.505(b) (2) "Exceptions to the Fair Opportunity Process" are present.

5. Ordering Procedure.

Step 1:

- Contractors' performance data is collected for every deliverable under the contract.
- Performance data is evaluated monthly, and based upon a rolling average of the prior three months.
- Based upon the prior three months performance data, contractors are evaluated as either "good", "marginal", or "unacceptable".

Step 2:

Once a performance category is assigned, price becomes a factor, although less important than contractor performance history.

Step 3:

Based on each contractor's composite score (consisting of contractor performance history and price), contractors are ranked.

Step 4:

Samples are scheduled to be shipped to contractors, starting with the highest-ranked to the lowest-ranked.

3. The Section H clause entitled "MODIFIED ANALYSIS" has been modified. The text is as follows:

(A) The contractor may be requested by USEPA to perform modified analyses. Contractor acceptance of modified analysis work is voluntary. These modifications will be within the scope of the ILM05.2 SOW and may include, but are not limited to, confirmation of ICP-AES analysis by GFAA or ICP-MS, analysis of additional analytes and/or lower quantitation limits. Modified analyses requests will be made by the Regional CLP Project Officer (CLP PO), OERR Analytical Operations/Data Quality Center (AOC) Inorganic Program Manager, or Contracting Officer (CO), in writing, prior to sample scheduling. All contract and SOW requirements will remain in effect unless the Contracting Officer provides written approval for the modification(s). Contracting Officer approval must be obtained prior to sample analyses.

(note: In the case of the contractor actually performing a separate analysis, such as confirmation of ICP/AES analysis by GFAA, the contractor would invoice this work as a separate charge based on the modified analysis rate for GFAA confirmation analysis. This invoice amount would be in addition to the original ICP/AES analysis. For example, if a contractor analyzed four metals by ICP/AES, it would be paid the contract rate for these four metals. If a confirmation by GFAA was required for one of these metals, the contractor would be paid for this additional metal confirmation analysis based on the approved modified analysis rate for one metal confirmation analysis by GFAA.)

(B) Participation in the modified analysis bidding process is voluntary; contractors are not obligated to submit a bid. Nevertheless, this clause does not limit the Government's rights under the CHANGES clause.

(C) (i) As discussed in the Section F clause DETERMINATION AND ASSESSMENT OF INCENTIVES/SANCTIONS, exceptional-performing contractors will be given first opportunity to be considered for sample analysis under the MODIFIED ANALYSIS clause. If there are three or more "exceptional" contractors who wish to submit a bid at the time the subject modified analysis samples are being offered, all "exceptional" contractors who wish to submit a bid will be given the opportunity to be considered for the subject work.

(ii) If there are less than three "exceptional" contractors who wish to submit a bid at the time the subject modified analysis samples are being offered, one or more of the highest-ranked "good" contractors (as defined in the Section G clause ORDERING - MULTIPLE AWARDS FOR THE SAME SERVICES) will be given the opportunity to be considered for the subject work, so that the total number of contractors solicited will be three (i.e., if there is only one "exceptional" contractor who wishes to submit a bid, the two most highly-ranked "good" contractors will also be given the opportunity to bid on the subject work). Given this scenario, if there are "exceptional" contractors competing against "good" contractors for modified analyses work, no automatic preference will be given to the "exceptional" contractor(s).

(iii) If no "exceptional" or "good" contractor is awarded the subject modified analysis work, "marginal" contractors (as defined in the Section G clause ORDERING - MULTIPLE AWARDS FOR THE SAME SERVICES) will be given the opportunity to be considered for the subject work.

(iv) Contractors who are on Project Officer hold or Contracting Officer hold, regardless of their ranking, will not be considered for modified analysis work.

(D) In order to determine which solicited contractor will be awarded the subject modified analysis work, the Government will make award to the contractor whose offer provides the best value to the Government, price and past performance considered.

(E) It is anticipated that all modified analysis requirements will be competed. The Government may issue non-competitive orders when circumstances as described in FAR 16.505(b) (2) "Exceptions to the Fair Opportunity Process" are present.

(F) For some modified analysis samples, a full sample analysis may not be required. In the event that full sample analysis is not required for modified analysis work, payment will be made in accordance with the Section B clause SUBUNITS - PRICING FOR LESS THAN FULL ANALYSES.

(G) The competitive process for modified analysis shall be:

1. The Contracting Officer will send a Request for Quote (RFQ) via electronic mail to all designated contractors as determined in (C) above. The RFQ will contain the Statement of Requirements and due date for quotes (generally two (2) working days after RFQ issuance, but subject to change if an emergency situation exists).

2. Each solicited contractor may submit a price quote. Any submitted price quote must be fixed price. A contractor may propose the same price(s) as provided in its contract, or may modify its price(s) upward or downward. Due to current computer programming limitations, if the contractor modifies its price, it must propose a price that is a whole number percentage of its contract price (i.e. if the contractor's contract price is \$135, it may propose, for example, a price of \$121.50 (which is 90% of \$135), or \$132.30 (98%), or \$135 (100%), or \$140.40 (104%), or \$151.20 (112%), since all of these numbers are whole percentages of \$135. In this hypothetical example, prices such as \$140.67 or \$127.98 would not be allowed because they are not whole percentages of \$135). **For ease of programming, contractors are asked to provide the proposed price as both a dollar amount, and as a whole percentage of the contract price (i.e. "My bid price for this modified analysis work is \$140.40, which is 104% of my contract price of \$135.")**

3. Award will be made to the contractor offering the best value to the Government, price and past performance considered, subject to a price reasonableness determination.